

Exhibit C

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

		ECF CASE
AUTHORS GUILD, et al.,	Plaintiffs,	No. 1:23-cv-08292-SHS; No. 1:23-cv-10211-SHS
	v.	
OPEN AI INC., et al.,	Defendants.	PLAINTIFFS' FIRST SET OF INTERROGATORIES TO OPENAI
<hr/>		
JONATHAN ALTER, et al.,	Plaintiffs,	
	v.	
OPENAI, INC., et al.,	Defendants.	

PLAINTIFFS' FIRST SET OF INTERROGATORIES TO OPENAI

Plaintiffs, by and through their undersigned attorneys, request that OpenAI provide an answer to the Interrogatories within thirty (30) days of the date of service hereof as provided by Federal Rule of Civil Procedure 33.

DEFINITIONS

1. **“Action”** shall mean *Authors Guild, et al., v. OpenAI, et al.*, No. 1:23-cv-08292-SHS (S.D.N.Y.) and *Jonathan Alter, et al., v. Open AI Inc. et al.*, No. 1:23-cv-10211-SHS (S.D.N.Y.).
2. **“Agreement(s)”** means any writing or record of any type or description known to You including, but not limited to, any existing contract, contract renewal, letter of commitment,

addendum, draft, revision, amendment, renewal, and settlements, that effectuates or otherwise impacts a business relationship between You and another Person. If any interrogatory asks “whether there are any Agreements,” please identify all such Agreements by Bates number. If any such Agreement has not been produced, please produce it and identify it by Bates number. If there is no such Agreement, please state so.

3. **“Communication(s)”** means the transmittal of information (in the form of facts, ideas, inquiries or otherwise) by any means, including, but not limited to, telephone calls, emails (whether via company server or personal webmail or similar accounts), faxes, text messages (on work or personal phones), instant messages, Skype, Line, WhatsApp, WeChat, other electronic messages, letters, notes, and voicemails.

4. **“Date”** means the exact date, month, and year, if ascertainable or, if not, the best approximation of the date (based upon relationship with other events). If the date provided is an approximation, please so state.

5. **“Document(s)”** is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Federal Rule of Civil Procedure 34(a)(1)(A).

6. **“ESI”** refers to information and Documents within the full scope of Federal Rule of Civil Procedure 34 with all metadata intact—created, manipulated, communicated, stored, and best utilized in digital form, and stored on electronic media. Examples of ESI include e-mail, messages posted on electronic message boards, forum postings, support tickets, videos, discussion boards, data, source code, websites, Microsoft Word files, Microsoft Excel files, and instant messages.

7. **“Investors”** means any person or entity that OpenAI has approached through

written and/or oral communication to discuss a potential financial investment in the operations and/or entitie(s) controlled and/or overseen by one or more of the OpenAI defendant entities.

8. **“LLMs”** has the same meaning as the term discussed in OpenAI’s letter to the Register of Copyrights and Director of the U.S. Copyright Office dated October 30, 2023, “Re: Notice of Inquiry and Request for Comment [Docket No. 2023-06]”.

9. **“Microsoft”** means Microsoft Corporation, as well as corporate parents, subsidiaries, affiliates, predecessor entities, successor entities, divisions, departments, groups, acquired entities, related entities, or any other entity acting or purporting to act on their behalf.

10. **“Microsoft Individual(s)”** means all present and former directors, officers, employees, agents, attorneys, consultants and representatives of Microsoft Corporation; and all Persons either acting or purporting to act on behalf of Microsoft Corporation.

11. **“OpenAI Individual(s)”** means all present and former directors, officers, employees, agents, attorneys, consultants and representatives of OpenAI, Inc., OpenAI GP, LLC, OpenAI, LLC, OpenAI OPCO LLC, OpenAI Global LLC, OAI Corporation, LLC, and OpenAI Holdings, LLC; and all Persons either acting or purporting to act on behalf of OpenAI, Inc., OpenAI GP, LLC, OpenAI, LLC, OpenAI OPCO LLC, OpenAI Global LLC, and OAI Corporation, LLC, OpenAI Holdings, LLC.

12. **“Person(s)”** means any natural person.

13. **“You”, “Your”, and “OpenAI”** means OpenAI, Inc., OpenAI GP, LLC, OpenAI, LLC, OpenAI OPCO LLC, OpenAI Global LLC, OAI Corporation, LLC, OpenAI Holdings, LLC, as well as corporate parents, subsidiaries, affiliates, predecessor entities, successor entities, divisions, departments, groups, acquired entities, related entities, or any other entity acting or purporting to act on their behalf.

INTERROGATORIES

INTERROGATORY NO. 1:

Identify the five OpenAI Individuals who are most knowledgeable about the creation and contents of the Books2 dataset. For each OpenAI Individual identified, include (i) the Person's full name; (ii) any position the Person held with You at the time the Person possessed this knowledge; (iii) any email addresses the Person used to communicate about Books2; and (iv) the name of any other form of ESI (e.g., text messages, Teams, and Slack) the Person used to communicate about or otherwise document information related to Books2.

INTERROGATORY NO. 2:

Identify the five OpenAI Individuals who are most knowledgeable about Your data retention policies. For each OpenAI Individual identified, include (i) the Person's full name; (ii) any position the Person held with You at the time the Person possessed this knowledge; (iii) any email addresses the Person used to communicate about the retention policies; and (iv) the name of any other form of ESI (e.g., text messages, Teams, and Slack) the Person used to communicate about or otherwise document information related to the retention policies.

INTERROGATORY NO. 3:

Identify any Investors You approached about a potential investment in any OpenAI entity and/or Your LLMs.

INTERROGATORY NO. 4:

Identify Microsoft Individuals with whom You have discussed licensing Agreements for the use of copyrighted materials.

INTERROGATORY NO. 5:

Identify any third-party individuals or organizations with which You have discussed licensing Agreements for any copyrighted materials.

INTERROGATORY NO. 6:

Identify any third-party individuals or organizations with which you have entered into any licensing Agreements for the use of copyrighted materials.

INTERROGATORY NO. 7:

Identify the five OpenAI Individuals who are most knowledgeable about Your training dataset used to train LLMs. For each OpenAI Individual identified, include (i) the Person's full name; (ii) any position the Person held with You at the time the Person possessed this knowledge; (iii) any email addresses the Person used to communicate about the training dataset; and (iv) the name of any other form of ESI (e.g., text messages, Teams, and Slack) the Person used to communicate about or otherwise document information related to the training dataset.

Dated: February 23, 2024

/s/ Justin A. Nelson

Justin A. Nelson (*pro hac vice*)
Alejandra C. Salinas (*pro hac vice*)
SUSMAN GODFREY L.L.P.
1000 Louisiana Street, Suite 5100
Houston, TX 77002
Tel.: 713-651-9366
jnelson@susmangodfrey.com
asalinas@susmangodfrey.com

Rohit D. Nath (*pro hac vice*)
SUSMAN GODFREY L.L.P.
1900 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
Tel.: 310-789-3100
rnath@susmangodfrey.com

J. Craig Smyser
SUSMAN GODFREY L.L.P.
1901 Avenue of the Americas, 32nd Floor
New York, New York 10019
Tel.: 212-336-8330
csmysyer@susmangodfrey.com

/s/ Rachel German
Rachel Geman
LIEFF CABRASER HEIMANN & BERNSTEIN,
LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Tel.: 212-355-9500
rgeman@lchb.com

Reilly T. Stoler (*pro hac vice forthcoming*)
Ian M. Bensberg (*pro hac vice*)
LIEFF CABRASER HEIMANN & BERNSTEIN,
LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Tel.: 415-956-1000
rstoler@lchb.com
ibenserg@lchb.com

Wesley Dozier (*pro hac vice*)
LIEFF CABRASER HEIMANN & BERNSTEIN,
LLP
222 2nd Avenue, Suite 1640
Nashville, TN 37201
Tel.: 615-313-9000
wdozier@lchb.com

/s/ Scott J. Sholder
Scott J. Shoulder
CeCe M. Cole
COWAN DEBAETS ABRAHAMS & SHEPPARD
LLP
41 Madison Avenue, 38th Floor
New York, New York 10010
Tel.: 212-974-7474
ssholder@cdas.com
ccole@cdas@com

Attorney for Plaintiffs and the Proposed Class

CERTIFICATE OF SERVICE

I hereby certify that on February 23, 2024, a copy of the foregoing was served via electronic mail to all counsel of record in this matter.

/s/ Alejandra C. Salinas
Alejandra C. Salinas